

WILLIAM PATERSON UNIVERSITY

Request for Proposals for Snow Removal

Proposals shall be delivered to
Purchasing Department
William Paterson University of New Jersey
300 Pompton Road
Wayne, New Jersey 07470

Envelopes shall be marked "Request for Proposals for Snow Removal"

~~New Jersey is an Equal Opportunity Employer~~

I. GENERAL INFORMATION

A. WILLIAM PATERSON UNIVERSITY

Founded in 1855 and granted university status in 1997, William Paterson University, (the University) is one of the nine state colleges and universities of the State of New Jersey ("the State"), with a mission that incorporates teaching, research and creative activity and service. The State legislature annually appropriates funds to support University operations. Under the law, the University is an instrumentality of the State with a high degree of autonomy.

The University is located in Wayne New Jersey, approximately 20 miles west of New York City, on approximately 370 acres. During the fall 2011 semester, there were approximately 11,000 students, of which approximately 85% were undergraduates. There are ten residence halls on campus with a capacity of 2,620 students. There are approximately 1,100 full-time employees, including approximately 400 faculty members.

B. PURPOSE OF REQUEST FOR PROPOSALS

The William Paterson University of New Jersey is soliciting a request for proposals (RFP) from qualified companies for snow removal services. All proposals must be sealed and received by the University's Purchasing Department on or before 2:00 pm Eastern Standard Time on **January 5, 2012**.

Proposals must be sent to William Paterson University – Purchasing Office, 358 Hamburg Turnpike, PO Box 913, Wayne, NJ 07470-0913.

C. CONTRACT PERFORMANCE

The engagement by contract resulting from this RFP is anticipated to commence on the date of award, subject to confirmation by required oversight bodies. The period of performance under this contract will be for one year with 2 one year renewal options.

D. PAYMENT

Payment under the contract resulting from this RFP shall be made only for the actual number of hours that the equipment and personnel was used for each snow event as authorized by the Designated University Representative (DUR), at the rates submitted by the contractor.

Payable time shall start from the time the Contractor is on site, and will terminate when trucks return to the assembly location and the Contractor is officially dismissed by the DUR. The Contractor shall not receive compensation for those hours during which equipment or vehicles fail to operate due to mechanical problems or absence of work crew.

The University reserves the right to direct the Contractor to provide additional equipment if necessary, as well as temporarily reassign equipment to another designated location. Payment for temporary reassignment will be at the same rate that the Contractor would receive for snow removal at the snow removal sites given in 1. I. Work Locations.

E. PREVAILING WAGE RATES

The bidder acknowledges and affirms that it has personal knowledge of or has obtained and reviewed a copy of the latest valid prevailing wage rates for all trades involved in the project, the geographic location of the project, as issued by the Commissioner of the Department of Labor and Industry, Trenton, NJ 08625. Where applicable bidders must comply with THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT@,P.L. 1999. C.238.

F. HOLIDAYS: Thanksgiving Day, Christmas Day and New Year's Day hourly rates shall be paid at time plus one half.

G. ASSIGNMENT OF WORK

1. The need for snow plowing services shall be determined by the Designated University Representative (DUR) at an accumulation of two (2) inches or more of snow.

2. Upon notification from the DUR the Contractor shall assemble its crew at the predetermined assembly location, prepare trucks and necessary equipment for the snow removal operations and be ready to work within sixty (60) minutes of notification. The Contractor shall advise the DUR of its readiness to report to the snow removal site.

3. It must be fully understood that when the bidder who is awarded the contract (hereinafter called "Contractor") receives a call-out from the DUR to provide any of the snow plowing services, the required minimum amount of equipment, personnel and the site supervisor (if applicable) shall be ready to begin operations at the designated assembly location within the specified time given above.

4. The Designated University Representative is:

Nick Labruna
Superintendent of Grounds
Telephone 973 720-2152

H. EMERGENCY TELEPHONE CONTACT

Upon signing the contract with the University, the Contractor shall provide the DUR with emergency contact telephone numbers at which the Contractor and the Site Supervisor can be reached twenty-four (24) hours per day, seven (7) days a week during the snow season.

I. WORK LOCATIONS

The snow removal sites where work is to be performed by the contractor are located at:

25 Power Avenue, Wayne;
42 Harmon Place, North Haledon

J. REQUIRED SITE VISIT

Bidders wishing to be considered for this bid must attend the site inspection meeting.

Date: December 14, 2011 at 10:30a.m.

Location: Facilities Office, 300 Pompton Road, Wayne, New Jersey, 07470.

K. LETTER OF RECOMENDATION

The bidder shall attach to its proposal at least three letters of recommendations from reputable businesses or institutions that attest to the quality of the bidder's service, the length of time it has known the bidder and its recommendation to the University to utilize the services of the bidder.

L. DISCLOSURE OF INVESTIGATIONS

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition.

M. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP should be faxed and emailed to the Purchasing Department at harrisc@wpunj.edu, 973-720-2872. The fax should identify the RFP number and the title of the RFP. No phone calls will be accepted and all questions must be submitted by December 21, 2011.

Verbal comments or discussions by the University relative to this solicitation cannot add, delete, or modify any written provision. Any alteration to the RFP must be in the form of a written addendum to all bidders.

If it becomes necessary to revise any part of the specification, an addendum will be provided to all bidders. All bidders are responsible for signing and returning the addenda in their bid package.

II. SCOPE OF WORK

A. GENERAL REQUIREMENTS

The work to be performed under this RFP consists of furnishing all vehicles/equipment, labor, supervision and insurance (liability and workers' compensation) to snowplow and shovel all walkways, steps, parking lots, driveways and loading docks as specified in RFP section including all stairs, access ways and walkways leading to and from the parking lots to all buildings as directed by the DUR.

B. SPECIFIC REQUIREMENTS

1. EQUIPMENT

a. The Contractor shall supply all vehicles, materials, equipment, and necessary apparatus to satisfactorily perform the requirements of this RFP including, but not limited to plow trucks, salt and other snow and ice removal compounds, fuel, oil, ballast, chains, repairs, insurance and supervision as required.

b. The bidders shall submit prices for the minimum equipment required, on a per hour basis which shall include the cost of furnishing the specified equipment, drivers and/or operators, materials, salt and other ice melting compounds, hands-free mobile communication devices, transportation, fuel, oil, repairs, ballast, maintenance, attach and detach of preliminary apparatus and snow plows changing blade edges and plow hook-up.

c. Snow plow trucks shall be within a minimum Gross Vehicle Weight (G.V.W.) requirement (specified in section 3.3.1.6 Graders, Loaders & Spreaders) for each class of truck to be utilized in the awarded contract resulting from this RFP. The G.V.W. is the total weight of the vehicle on its tires as it rests or rolls on the road, including chassis, cab, body, equipment, oil, water, fuel, the driver and the maximum payload and/ or ballast. All snow plow trucks shall be properly registered and or licensed to perform the required work. The Contractor shall make available upon request to the DUR a copy of valid registrations and or licenses.

d. All plows, attachments and related equipment shall be furnished by the contractor. All plows shall be a minimum of ten (10) feet wide for Class "A" and Class "B" trucks. The hookup of each vehicle shall consist of a bumper and axle type mounting with an electric pump installed inside the cab.

e. The Contractor shall be responsible for its own materials, vehicles, and equipment and shall not hold the State liable for any vandalism or theft of materials, vehicles or equipment. The Contractor shall assume full responsibility for all equipment, owned or leased, used in the performance of the contract. All equipment requiring fuel must be refueled with a minimum loss of operating time.

f. The University reserves the right to inspect the Contractor's equipment to ascertain that it is in satisfactory working condition. Failure to have equipment in satisfactory working condition may result in the termination of the contract.

2. PERSONNEL

a. The Contractor shall supply all personnel required to operate the vehicles and equipment, and to shovel snow (shovelers) as required to satisfactorily perform the requirements of this RFP.

b. The number of workers required for each snow event will be determined by the amount of snow, and as directed by the DUR.

c. All of the Contractor's employees furnishing services to the University shall be deemed employees solely of the Contractor and shall not be deemed for any purposes whatsoever employees or agents of, acting for, or on behalf of the University. The contractor shall perform all services as an independent contractor and shall discharge all its liabilities as such. No acts performed or representations, whether oral or written made by Contractor with respect to third parties, shall be binding on the University.

d. The Contractor agrees to take immediate and reasonable steps to maintain its provision of service under this Agreement in the event of any labor action involving its employees.

e. The Contractor shall supply, at its own expense, hands-free mobile communication devices to all of its employees working on University property.

3. SITE SUPERVISOR

A site supervisor shall be provided by the Contractor and act as an overseer of the snow plowing operations relative to the use and control of the Contractor's equipment and shall be available for duty from the initial notification by the DUR until operations have been completed. The site supervisor's responsibilities shall include, but not be limited to checking vehicles and equipment to determine if all are properly equipped, fully fueled, and properly ballasted; expediting plow hook-ups on call-outs; refueling equipment; assigning relief drivers; coordinating repairs and related essential duties required to perform the services required. It should also be noted that not every work location will require a site supervisor. The requirement of a site supervisor shall be at the discretion of the DUR.

The site supervisor shall have its own vehicle that is equipped with safety lights beyond the normal vehicle hazard lights and hands-free mobile communication device in order to maintain communication with the working crew and the DUR.

4. INSURANCE

a. The Contractor shall assume responsibility for its actions and those of anyone else working for it while engaged in any activity connected with this contract. The Contractor shall carry sufficient insurance to protect it and the University from any property damage or bodily injury claims arising out of the contracted work.

b. The Contractor shall be liable for any damage to University property or facilities including, but not be limited to guide rails, bridge railings, signs, delineators, curbs etc.

c. The Contractor shall report any accidents immediately to the Campus Police Department and DUR. Within forty-eight (48) hours all accidents, regardless of how minor, which may arise out of or in connection with the performance of the work, the contractor shall submit a written accident report to the DUR.

d. Bidders shall list the name of the insurance firm(s) from which it intends to purchase the above insurance and a person to contact at this firm. Evidence of required insurance coverage shall be provided in the form of a Certificate of Insurance that shall be submitted no later than (10) days after receipt of notice of intent to award contract. The Certificate of Insurance shall include the RFP ID#, name of RFP and buyer's name.

e. Each insurance policy shall contain an endorsement as follows:

"It is understood and agreed that _____ Insurance Company shall notify in writing, the Director of Purchasing for the University, thirty (30) days in advance of the effective date of any reduction in or cancellation of this policy."

f. All required insurance coverage must be in effect not later than 12:01 AM at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions and to incidents occurring during the coverage period.

g. Required Insurance Coverage:

1. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and employer's liability insurance as required by applicable State and Federal Law.

2. Comprehensive general liability insurance as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability and shall include the State of New Jersey, New Jersey Educational Facilities Authority, the University Auxiliary Association Inc., and the University Foundation as an additional insured. Limits of liability shall not be less than \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury liability and not less than \$1,000,000 per occurrence for property damage liability.

3. Comprehensive Automobile Liability policy covering owned, non-owned and hired vehicles with minimum limits of \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury liability and \$1,000,000 per occurrence for property damage liability.

4. Liability insurance must remain in effect for the duration of the contract, including any extensions, and for ninety (90) days following termination of all work.

III. BID PROPOSAL

1. GENERAL REQUIREMENTS

a. Bidders must bid on all snow removal sites and must agree to perform all the duties outlined in the RFP. The bidder must meet the equipment and snow shoveler requirements as well as the standards and qualifications outlined in this RFP. These requirements shall apply to all locations specified throughout the Scope of Work, unless otherwise stated.

b. The University will not be responsible for failure to deliver any proposal at the time and place specified in the bid document. It is the bidder's responsibility to ensure the timely delivery of its proposal.

c. This solicitation does not commit the University to award a contract, to pay any cost incurred in the preparation of the proposal, or to procure or contract for the goods or services. The University reserves the right to accept or reject any or all proposals received as a result of this Request, or to cancel in part or in its entirety this proposal if it is in the best interest of the University.

d. The bidder shall provide an inventory of its snow plowing vehicles and equipment with its fee proposal for the following items.

OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the William Paterson University and shall be delivered to William Paterson University upon 30 days notice by the University. With respect to software computer programs and/or source codes developed for the University, the work shall be considered —work for hire: i.e., the University, not the consultant or sub-consultant, shall have full and complete ownership of all software computer programs and/or source codes developed.

To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Agreement, consultant or sub-consultant hereby assigns to the University all right, title and interest in and to any such material, and the University shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available. Should the bidder anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the bid proposal. Otherwise, the language in the first paragraph of this section prevails. If the bidder

identifies such intellectual property ("Background IP") in its bid proposal, then the Background IP owned by the bidder on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the bidder. Upon contract award, the bidder or consultant shall grant the University a non-exclusive, perpetual royalty free license to use any of the bidder/consultant's Background IP delivered to the University for the purposes contemplated by the contract.

DATA CONFIDENTIALITY

All financial, statistical, personnel and/or technical data supplied by the University to the consultant are confidential. The consultant is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the consultant, or any individual or entity in the consultant's charge or employ, will be considered a violation of this contract and may result in contract termination and the consultant's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

QUESTIONS

All questions regarding this RFQ/RFP should be faxed to the Purchasing Department at 973-720-2872 and emailed to harrisc@wpunj.edu. The fax should identify the RFP number and the title of the RFP. No phone calls will be accepted and all questions must be submitted by **12/21/11**.

- a. Verbal comments or discussions by the University, relative to this solicitation cannot add, delete, or modify any written provision. Any alteration must be in the form of a written addendum to all proposers.
- b. If it becomes necessary to revise any part of the specification, an addendum will be provided to all proposers who requested copies of the document. All bidders are responsible for signing and returning the addenda in their bid package.

Delivery of Proposal

William Paterson University of New Jersey will not be responsible for failure to deliver any proposal at the time and place specified in the bid document. It is the vendor's responsibility to ensure the timely delivery of their proposal.

This solicitation does not commit William Paterson University of New Jersey to award a contract, to pay any cost incurred in the preparation of the proposal, or to procure or contract for the goods or services. The University reserves the right to accept or reject any or all proposals received as a result of this Request, or to cancel in part or in its entirety this proposal if it is in the best interest of William Paterson University of New Jersey.

3. SPECIFIC REQUIREMENTS

a. Snowplowing service by the inch

Year One:

0 to 4 inches:

\$ _____

4.1 to 6 inches

\$ _____

6.1 to 9 inches:

\$ _____

9.1 to 13 inches:

\$ _____

Additional inch over 13": \$ _____

Subtotal (a) \$ _____

b. Seasonal snow plow contract up to 10 snow events. One snow event is defined as snow plowing up to a 24 hour period. Maximum snowfall up to 9" per event.

\$ _____

c. Cost of salting per application.

\$ _____

d. Labor Rate: \$ per hour _____

Bucket loader/Back hoe with operator: \$ per hour _____

Caterpillar Pay Loader: \$ per hour _____

Dump Truck with Salter: \$ per hour _____

1-Ton plow truck with 8' Blade \$ per hour _____

Dump Truck with 10' Blade \$ per hour _____

Plow Truck with 9' Blade \$ per hour _____

Dump Truck Hauling Rate \$ per hour _____

Subtotal (d) \$ _____

Total Bid (a+b+c+d)

\$ _____

Optional Year Two:

0 to 4 inches:

\$ _____

4.1 to 6 inches

\$ _____

6.1 to 9 inches:

\$ _____

9.1 to 13 inches:

\$ _____

Additional inch over 13": **\$** _____

Subtotal (a) \$ _____

b. Seasonal snow plow contract up to 10 snow events. One snow event is defined as snow plowing up to a 24 hour period. Maximum snowfall up to 9" per event.

\$ _____

c. Cost of salting per application.

\$ _____

d. Labor Rate: \$ per hour _____

Bucket loader/Back hoe with operator: \$ per hour _____

Caterpillar Pay Loader: \$ per hour _____

Dump Truck with Salter: \$ per hour _____

1-Ton plow truck with 8' Blade \$ per hour _____

Dump Truck with 10' Blade \$ per hour _____

Plow Truck with 9' Blade \$ per hour _____

Dump Truck Hauling Rate \$ per hour _____

Subtotal (d) \$ _____

Total Bid (a+b+c+d) \$ _____

Optional Year Three:

0 to 4 inches:

\$ _____

4.1 to 6 inches

\$ _____

6.1 to 9 inches:

\$ _____

9.1 to 13 inches:

\$ _____

Additional inch over 13": \$ _____

Subtotal (a) \$ _____

b. Seasonal snow plow contract up to 10 snow events. One snow event is defined as snow plowing up to a 24 hour period. Maximum snowfall up to 9" per event.

\$ _____

c. Cost of salting per application.

\$ _____

d. Labor Rate: \$ per hour _____

Bucket loader/Back hoe with operator: \$ per hour _____

Caterpillar Pay Loader: \$ per hour _____

Dump Truck with Salter: \$ per hour _____

1-Ton plow truck with 8' Blade \$ per hour _____

Dump Truck with 10' Blade \$ per hour _____

Plow Truck with 9' Blade \$ per hour _____

Dump Truck Hauling Rate \$ per hour _____

Subtotal (d) \$_____

Total Bid (a+b+c+d)

\$_____

PRICE EXTENSION

The bidder will_____, will not_____ (choose one) hold its price for a period of six months after award of the contract, in the event other similar projects are required.

Will you extend contract prices to other State Colleges and University's?

Yes _____

No _____

William Paterson University is a member of the New Jersey Higher Education Purchasing Association (NJHEPA), whose members include the 4 year Public University's as well as private institutions. The private university's include: Princeton University, Seton Hall University, Rider University, and Monmouth University. Kean University has expressed an interest in being a party to this Request for Proposal.

Will you extend pricing to members of NJHEPA:

YES: _____

NO: _____

This Bid Proposal for Snow Removal is signed as of this date:

**Name of the
Company**_____

**Address of
Company**_____

Name of Insurance Provider

Address:_____

Name of Contact

Telephone Number